

On motion made and duly seconded the following resolution was adopted:

WHEREAS J. F. Jaudon has offered to convey to this Company a certain right-of-way being in the Counties of Monroe and Dade, State of Florida, and described as follows:

The South 200 feet of Sections 25 and 26 in Township 54 South, Range 31 East; also the South 200 feet of Sections 25, 26, 27, 28, 29, and 30 in Township 54 South, Range 32 East; also the South 200 feet of Sections 25, 26, 27, 28, 29, and 30 in Township 54 South, Range 33 East; also the South 200 feet of Sections 20, 21, 22, 23, and 24 of Township 54 South, Range 34 East; also a right-of-way 200 feet wide, the center line of which begins at the South East corner of Section 27, Township 54 South, Range 31 East, thence running due North West to the North West corner of Section 6, Township 54 South, Range 31 East; also a right-of-way 200 feet wide, the center line of which begins at the South West corner of Section 30, Township 54 South, Range 34 East, thence running due North East to the North East corner of said Section 30, Township 54 So., Range 34 East; also certain railroad yards as shown by the plat of Chevelier recorded in the office of the Clerk of the Circuit Court in and for Monroe County, Florida, all the above described lands lying and being in the County of Monroe and State of Florida; also the South 200 feet of Section 19, Township 54 South, Range 35 East; also a right-of-way 200 feet wide, beginning at the South East corner of Section 19, Township 54 So., Range 35 East, thence running in an Easterly direction to the North West corner of Section 6, Township 54 South, Range 37 East; also a right-of-way 200 feet wide, being the South 200 feet of all the lots lying between Townships 53 and 54 South, Ranges 37, 38, and 39 East; also a right-of-way 100 feet wide, beginning at the South West corner of Township 53 South, Range 40 East, thence Easterly, following the line of survey stakes now set, as indicated by the plats attached hereto to the West corporate limits of the City of Miami, said plats being made a part of this contract, and it is the intention of the parties hereto that said plat be read herein at this point as a part of this contract.

AND WHEREAS the said J. F. Jaudon has offered to sell and convey the same to the Tamiami Railway for the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00), which sum is to be paid in capital stock, the par value of which will aggregate Three Hundred and Fifty Thousand Dollars (\$350,000.00.)

WHEREAS in the opinion of this Board, after due investigation and consideration the said right-of-way is of the value of Three Hundred and Fifty Thousand Dollars (\$350,000); and

WHEREAS the Tamiami Railway can use all of said property to advantage.

THEREFORE BE IT RESOLVED that the Officers of the Tamiami Railway are hereby instructed to take the proper legal steps and to execute an agreement with the said J. F. Jaudon, agreeing thereby to issue to him capital stock in this Company, the par value of which amounts to Three Hundred and Fifty Thousand Dollars (\$350,000.00) upon the conveyance and transfer of the above described property in fee simple to this Company.

On motion made and duly seconded the following resolution was adopted:

WHEREAS the Chevelier Corporation is the owner of the following described lands:

All of Sections 1, 4, 5, 8, 9, 13, 16, 17, 20, 21, 25, 28, 29, 32 and 33 in Township 54 South, Range 34 East; also Sections 1, 4, 5, 8, 9, 13, 16, 17 and 25 in Township 55 South, Range 34 East; also Section 4 in Township 54 South, Range 31 East; also Section 1 in Township 56 South, Range 34 East; all the above described lands lying and being in Monroe County, Florida;

Also Section 7, 19 and 31 in Township 54 South, Range 35 East; also Section 7 in the North West quarter of Section 19, Township 55 South, Range 35 East; all the above described lands lying and being in Dade County, Florida; and

WHEREAS the said Chevelier Corporation has offered to sell and convey the same to this Company for one thousand (1,000) shares of the capital stock of this Company, the said stock to be issued and the land to be conveyed upon the completion of the railway to be constructed by this Company; and

WHEREAS in the opinion of this Board, after due investigation and consideration, the above described lands are of the value of one thousand (1,000) shares of the capital stock of this Company; and

WHEREAS the Tamiami Railway can use all of the said property to advantage.

THEREFORE BE IT RESOLVED that the officers of the Tamiami Railway are hereby instructed to take the proper legal steps and to execute an agreement with the said Chevelier Corporation, agreeing thereby to issue to it one thousand (1,000) shares of the capital stock of this Company upon the conveyance and transfer of the above described property, in fee simple, to this Company.

On motion made and duly seconded the following resolution was adopted:

WHEREAS it is to the vital interest of this Company that railway transportation be provided to the nearest shipping point from the properties owned by this Company; and

WHEREAS the Tamiami Railway is to construct and operate a railway through, across, and over the properties owned by this Company in Monroe and Dade Counties, Florida, and the said Tamiami Railway has offered to issue one thousand (1,000) shares of capital stock in the Tamiami Railway to this Company as the purchase price for the following described lands:

All of Sections 1, 4, 5, 8, 9, 13, 16, 17, 20, 21, 25, 28, 29, 32 and 33 in Township 54 South, Range 34 East; also Sections 1, 4, 5, 8, 9, 13, 16, 17 and 25 in Township 55 South, Range 34 East; also Section 4 in Township 54 South, Range 31 East; also Section 1 in Township 56 South, Range 34 East; all the above described lands lying and being in Monroe County, Florida;

Also Section 7, 19, and 31 in Township 54 South, Range 35 East; also Section 7 in the North West quarter of Section 19, Township 55 South, Range 35 East; all the above described lands lying and being in Dade County, Florida;

THEREFORE BE IT RESOLVED that the proper officers of this Company are hereby authorized and directed to take the proper legal steps and to execute an agreement with the Tamiami Railway for the conveyance of the above described lands upon the issue of the said stock as above described, provided, however, that the said Railway shall be constructed and in operation within three (3) years from date of signing the agreement.

expenses for a period of five years from the date of the  
acquisition of the said franchise by the Tamiami Railway, such  
payments to be made in advance for each year, but that at the  
end of the said five years, when this said contract shall  
forever cease and terminate, or in the event of failure or  
refusal for thirty days, to pay the yearly rental, provided  
for above.

~~Witness the~~  
WITNESS the hands of the said corporations, each by the  
signature of its Presidents and the seals of said corporations,  
the day and date first above written.

WITNESSES. \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

Witness the hand of the said Tamiami  
Railway by its President and the seal of  
the corporation and the hands and  
seals of the parties of the second part  
Tamiami Railway

(Seal) by \_\_\_\_\_ President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)

THIS AGREEMENT: Made and entered into at Miami, Dade County, Florida on the 2nd day of January A. D. 1918 by and between the CHEVELIER CORPORATION, a corporation organized and existing under the laws of the State of Florida, party of the first part and the TAMMIAMI RAILWAY, a corporation organized and existing under the laws of the State of Florida, party of the second part.

WHEREAS the Chevelier is the owner of certain lands lying and being in Monroe and Dade Counties, Florida, and the said Tamiami Railway has secured right-of-ways for the construction of a railroad through the property owned by the Chevelier Corporation and it is very essential that transportation be provided to and from the lands owned by the said Chevelier Corporation.

WITNESSETH: That if the party of the second part shall well and truly perform the covenants hereinafter mentioned on its part to be made and performed, the said party of the first part hereby covenants and agrees to convey to the party of the second part, in fee simple, clear of all incumbrances whatsoever, upon the completion and operation of the railroad to be constructed and operated by the said Tamiami Railway from the City of Miami, Dade County, Florida to and across the properties owned by this company, the following described lands:

All of Sections 1, 4, 5, 8, 9, 13, 16, 17, 20, 21, 25, 28, 29, 32 and 33 in Township 54 South, Range 34 East; also Sections 1, 4, 5, 8, 9, 13, 16, 17 and 25 in Township 55 South, Range 34 East; also Section 4 in Township 54 South, Range 31 East; also Section 1 in Township 56 South, Range 34 East; all the above described lands lying and being in Monroe County, Florida;

Also Section 7, 19, and 31 in Township 54 South, Range 35 East; also Section 7 in the North West quarter of Section 19, Township 55 South, Range 35 East; all the above described lands lying and being in Dade County, Florida;

And the said party of the second part hereby covenants and agrees to issue to the said first party, one thousand (1,000) shares of the capital stock of the said Tamiami Railway.

It is provided, however, that the said railway, constructed by the said Tamiami Railway, its successors and assigns, must be in operation within three<sup>(3)</sup> years from date hereof or these presents will be null and void and be of no effect whatsoever.

The said second party further covenants that they, their successors or assigns, will allow the above described lands to be crossed with roads, drainage canals or ditches, and should any or all of the above described lands be included in a special drainage district, that they, their successors or assigns, will not protest the forming and organization of such sub-drainage district.

IN WITNESS WHEREOF the parties hereof have caused these presents to be signed in their name, by their Presidents and their Corporate Seals to be affixed hereto, attested by their Secretaries at Miami, in the County of Dade and State of Flo-

rida on the day and year first above written.

CHEVELIER CORPORATION

By \_\_\_\_\_  
President.

Attest: \_\_\_\_\_  
Secretary.

TAMIAMI RAILWAY

By \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary.

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF DADE )

On this day personally appeared before me J. F. Jaudon and George F. Cook, known to me to be the President and Secretary respectively of the Chevelier Corporation and also the President and Secretary of the Tamiami Railway, who acknowledged before me that they executed the foregoing instrument under authority conferred by the Board of Directors of the parties thereto and that they executed the same as the officers of the said Corporations and as their acts and deeds for the purposes therein expressed.

Witness my hand and seal at Miami in the County and State aforesaid on this second day of January, 1918.

\_\_\_\_\_  
Notary Public, State of Florida at large. My commission expires July 6th, 1921.